

## STATE OF LOUISIANA

### DEPARTMENT OF ENVIRONMENTAL QUALITY

**IN THE MATTER OF:**

**JEFFCO TRANSPORTATION, LTD.**

**AI # 107769**

**PROCEEDINGS UNDER THE LOUISIANA  
ENVIRONMENTAL QUALITY ACT  
LA. R.S. 30:2001, ET SEQ.**

\* Settlement Tracking No.  
\* SA-AE-06-0042  
\*  
\* Enforcement Tracking No.  
\* AE-CN-06-0076  
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## SETTLEMENT

The following Settlement is hereby agreed to between Jeffco Transportation, Ltd. ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act").

### I

Respondent is a corporation who operates the Helvetia Plantation, a corn gluten facility located at Louisiana Highway 44, approximately 3.7 miles south of the Sunshine Bridge near Lutchter, St. James Parish, Louisiana ("the Facility").

### II

On June 22, 2006, the Department issued a Consolidated Compliance Order and Notice of Potential Penalty, Enforcement No. AE-CN-06-0076, to Respondent, which was based upon the following findings of fact:

The Respondent owns and/or operates the Helvetia Plantation, a corn gluten facility. The

Respondent receives corn gluten from other regions in the United States, and stores the corn gluten at its facility. The facility does not operate under an air permit.

On or about April 11, 2006, and April 13, 2006, inspections of the Respondent's facility were performed in response to citizens' complaints of a burning corn gluten pile at the facility.

The following violation was noted during the course of the inspections:

Various locations of the corn gluten pile at the facility were burning. Smoke and open flames were observed. The Respondent allowed the outdoor burning of combustible material under its control, which is a violation of LAC 33:III.1109.B, and Sections 2057(A)(1) and 2057 (A)(2) of the Act.

On or about April 17, 2006, an inspection of the Respondent's facility was performed as a follow up to the April 11, 2006, and April 13, 2006, inspections. The inspector noted that the fires noted during the previous inspections had been extinguished.

On or about June 8, 2006, an inspection of the Respondent's facility was performed to determine the degree of compliance with the Act and the Air Quality Regulations.

The following violation was noted during the course of the inspection:

Various locations of the corn gluten pile at the facility were burning. Smoke and open flames were observed. The Respondent allowed the outdoor burning of combustible material under its control, which is a violation of LAC 33:III.1109.B, and Sections 2057(A)(1) and 2057 (A)(2) of the Act.

### III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

#### IV

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) of which One Thousand Thirty-three and 42/100 Dollars (\$1,033.42) represents DEQ's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to DEQ as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

#### V

Respondent further agrees that the Department may consider the inspection report(s), the Consolidated Compliance Order and Notice of Potential Penalty, and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history. Respondent may urge any mitigating factors it believes applicable in any such future proceedings.

#### VI

This agreement shall be considered a final order of the secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

## VII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in LSA- R. S. 30:2025(E) of the Act.

## VIII

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in St. James Parish, Louisiana. The advertisement, in form, wording, and size approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted a proof-of-publication affidavit to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

## IX

Payment is to be made within ten (10) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Darryl Serio, Office of Management and Finance, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

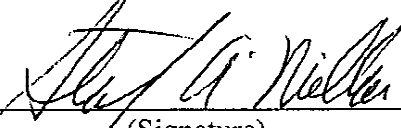
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In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XI

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his/her respective party, and to legally bind such party to its terms and conditions.

**JEFFCO TRANSPORTATION, LTD.**

BY:   
(Signature)

STANLEY A. MILLAN  
(Print)

TITLE: ATTORNEY

THUS DONE AND SIGNED in duplicate original before me this 8<sup>th</sup> day of January, 20 07, at New Orleans, LA.

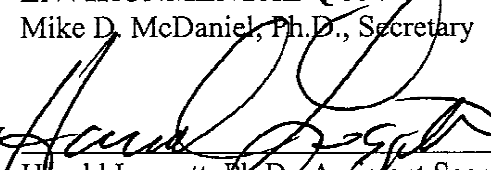
  
NOTARY PUBLIC (ID # 06105)

JOHN G. GOMILA JR  
(Print)

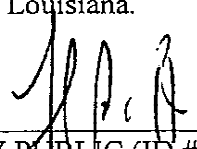
**JOHN G. GOMILA, JR.**  
**NOTARY PUBLIC**  
**State of Louisiana**  
**My Commission Is Issued For Life**  
**La. Bar Roll No. 6105**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

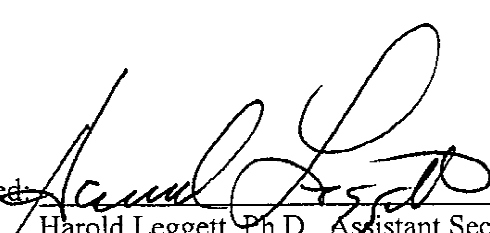
Mike D. McDaniel, Ph.D., Secretary

BY:   
Harold Leggett, Ph.D., Assistant Secretary  
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 5<sup>th</sup> day of April, 20 07, at Baton Rouge, Louisiana.

  
NOTARY PUBLIC (ID # 29481)

Ted R. Bragley, Jr.  
(Print)

Approved:   
Harold Leggett, Ph.D., Assistant Secretary